

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL PLUS 3 (MC2016-152)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2017-249

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING
MODIFICATION IN RESPONSE TO ORDER NO. 4044**
(August 31, 2017)

In Order No. 4044, the Postal Regulatory Commission (Commission) included the agreement in the docket number listed above within the Global Plus 3 (MC2016-152) product. In that order, the Commission conditionally approved a modification to the agreement that is the subject of this docket if such modification “is (1) filed with[in] 90 days of the date of this Order; (2) has an effective date no earlier than its date of filing; and (3) makes no changes to the Agreement other than a revision of Annex 3 to be consistent with the workpapers.”¹

In response to Order No. 4044, the Postal Service hereby provides notice of filing a modification to the agreement that is the subject of the docket number listed above. The modification revises Annex 3 to be consistent with the workpapers for the contract. The Postal Service intends for the effective date of the modification to be the date of this filing.

The Postal Service hereby provides, in Attachment 1 to this notice, a redacted version of the modification to the agreement that is the subject of the docket number listed above. In addition, the Postal Service is filing an unredacted version of the

¹ PRC Order No. 4044, Order Approving Additional Global Plus 3 Negotiated Service Agreement and Conditionally Approving Modification, Docket No. CP2017-249, August 15, 2017, at 6.

modification under seal and relies upon the Application for Non-Public Treatment that the Postal Service included in its initial filing in this docket.²

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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August 31, 2017

² Notice of the United States Postal Service of Filing a Functionally Equivalent Global Plus 3 Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2017-249, August 3, 2017.

**MODIFICATION ONE TO THE
GLOBAL PLUS SERVICE AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND
[REDACTED]**

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Contractholder"), with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Contractholder on July 27, 2017, and by the USPS on July 28, 2017. The Contractholder and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following change to the Agreement.

Annex 3 shall now be replaced with the Annex 3 attached to this Modification.

All other terms and conditions of the Agreement shall remain in force.

The USPS will notify the Contractholder of the Effective Date of this Modification as soon as possible within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals from one or more internal and external bodies that have oversight responsibilities ("Conditions Precedent"). Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Contractholder prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Contractholder acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-249). The Contractholder authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Contractholder further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" signifies the USPS fiscal year to which the ACR pertains. The Contractholder has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:

Donald W. Ross

Name:

Donald W Ross

Title:

Director, International Sales

Date

8-31-17

ON BEHALF OF

Signature:

Name:

Title:

Date:

[REDACTED]

8-30-17

ANNEX 3
PERCENTAGE DISCOUNTS OFF OF THE PUBLISHED PRICES
IN EFFECT ON THE DATE OF THE MAILING FOR
INTERNATIONAL PRIORITY AIRMAIL SERVICE AND
INTERNATIONAL SURFACE AIR LIFT SERVICE

